FaolanIQ Terms and Conditions

Last updated: 2026-10-06

These terms apply when you buy any FaolanIQ product through our websites, our product apps, a payment link or an online invoice. Each product also has a short **product schedule** that sets out what is different about that product. Please read these terms and the schedule for your product before you pay.

Clauses in bold limit our liability or your rights, or place risk on you. Please read them carefully.

1. Who you are buying from

You are buying from **FAOLANIQ (PTY) LTD** ("FaolanIQ", "we", "us"). FaolanIQ is the seller, supplier and licensor of every product sold under these terms.

Payment is collected by Faolan Consulting (Pty) Ltd on behalf of FaolanIQ (Pty) Ltd.

Item	Detail
Full name and legal status	FAOLANIQ (PTY) LTD, a private company
Registration number and place of registration	2026/456717/07, Companies and Intellectual Property Commission, South Africa
Directors (as recorded by the Companies and Intellectual Property Commission)	Morne Johann Frederick Beeslaar; Mark Andrew Ransom
Physical address and address for service of legal documents	46 Protea Street, Rynoue AH, Roodeplaat, Pretoria, 0035, South Africa
Contact person	Morne Beeslaar, info@faolaniq.com
Telephone	+27 82 457 1508
Email	info@faolaniq.com
Website	https://faolaniq.com
Legal documents	https://faolaniq.com/legal
Collecting agent	Faolan Consulting (Pty) Ltd, registration 2020/705584/07, same address. It receives payments for FaolanIQ as its agent. It does not sell, license or deliver the products
Codes of conduct	FaolanIQ is not a member of any self-regulatory or accreditation body and subscribes to no code of conduct or alternative dispute resolution code

2. How these documents fit together

2.1 **The documents.** Your contract is made up of: (a) these terms; (b) the product schedule for the product you buy; (c) the Delivery Policy; (d) the Refund and Cancellation Policy; and (e) any order form, quote or statement of work you sign. All are published at https://faolaniq.com/legal.

2.2 **Order of priority.** If documents conflict, this order applies: (a) a signed contract, order form or statement of work; (b) the product schedule; (c) these terms; (d) the Delivery Policy and the Refund and Cancellation Policy.

2.3 **Business customers and consumers.** Some rights apply only to a "consumer". Under the Electronic Communications and Transactions Act 25 of 2002 (ECT Act), a consumer is a natural person who buys as the end user. The Consumer Protection Act 68 of 2008 (CPA) can also protect some small businesses below a turnover threshold set by the Minister. Nothing in these terms takes away a right the law gives you and does not allow to be excluded.

2.4 **Authority.** If you accept these terms for an organisation, you confirm that you may bind it, and "you" means that organisation.

3. What we sell, and how

We sell in three ways. Your product schedule says which applies.

Mode	What you buy	How you pay	Which terms govern
A. Subscription	Access to a software product or library for named seats or a licence period (for example TimeIQ, ProdRates, the ScheduleIQ SOP Library, and ForecastIQ and HistoryIQ when they launch)	In advance, monthly or annually, until you cancel	These terms, the product schedule and the policies
B. Once-off digital product	A download or fixed-term access (for example an SOP pack, a schedule health template, a calculator result, a report or a benchmark pack)	Once, at checkout	These terms, the product schedule and the policies
C. Scoped engagement paid online	Services and agent-delivered analysis under a signed scope (for example ScheduleIQ, ScheduleHealthIQ, SchedBenchIQ, EstimatingIQ, CostIQ, QualityIQ, DesignIQ, EngineeringIQ, ContractsIQ, RiskIQ, FinanceIQ, CompetitiveIQ, MarketIQ, StrategyIQ, BusinessIQ, PMOIQ and Client Architect)	By invoice, payment link or online payment, as the signed contract says	**The signed contract.** These terms cover only the online payment (clause 3.1)

3.1 **Mode C: the signed contract governs.** A scoped engagement is governed entirely by the contract you sign with FaolanIQ (the FaolanIQ Master Services Agreement and the order form or statement of work, with any service level agreement and data processing terms attached to it). For a Mode C purchase these terms apply **only** to how you pay online: clauses 1, 5.4, 6 and 16, and section 10 (duplicate and mistaken payments) of the Refund and Cancellation Policy. Everything else, including scope, delivery, acceptance, fees, refunds, intellectual property, data, confidentiality, liability and termination, is governed by the signed contract. If anything in these terms or the policies conflicts with the signed contract, the signed contract wins.

3.2 **Roadmap products.** A product marked "In build" or "Roadmap" is not for sale until its product schedule is published. Registering interest does not create a contract.

4. Accounts

4.1 Some products need an account. You must give accurate details and keep them up to date.

4.2 Named seats are personal to the user named. Do not share log-in details. You are responsible for what happens under your account unless you have told us that it has been compromised.

4.3 Tell us straight away at info@faolaniq.com if you believe your account has been accessed without permission.

5. How the contract is made

5.1 Before you pay, the checkout or payment link shows you the product, the number of seats or items, the price, the billing period (if any), and links to these terms, the product schedule and the policies. You can review your order, correct mistakes, or stop before you pay.

5.2 You accept these terms by ticking the acceptance box at checkout.

5.3 For Modes A and B, the contract is made when we email you confirmation that payment has succeeded. For Mode C, the contract was made when the engagement contract was signed.

5.4 **Your records.** We email you a receipt. Your billing history, invoices and the version of these terms you accepted are available in your account (where the product has one) and on request for five years after your last purchase. You can download and print these terms from https://faolaniq.com/legal.

6. Prices and payment

6.1 **Prices** are in South African rand and are shown on the product page, in the product schedule, or in your quote or order form. No VAT is charged because FAOLANIQ (PTY) LTD is not registered as a VAT vendor. The price shown at checkout is the full price you pay. There are no delivery charges and no surcharges. Your bank may charge its own fees.

6.2 **How you pay.** We accept instant EFT (Pay by Bank) processed by Ozow Proprietary Limited ("Ozow"), and EFT against an invoice. Ozow is the "payment service provider" in these terms.

6.3 **Collecting agent.** Payment is collected by Faolan Consulting (Pty) Ltd on behalf of FaolanIQ (Pty) Ltd. Payment to Faolan Consulting (Pty) Ltd is payment to FaolanIQ, and it settles what you owe us. Your bank statement will show a reference that

contains "Faolan", and may also contain the name of the payment service provider that processed the payment, because Faolan Consulting (Pty) Ltd is the merchant of record with that payment service provider. If you do not recognise an entry on your statement, please contact us at info@faolaniq.com before you contact your bank. FaolanIQ remains responsible to you for the product, its delivery, customer service, refunds and disputes. The payment service provider acts only to process the payment.

6.4 **Subscriptions (Mode A)** are paid in advance on the same date each month or year until you cancel.

6.5 **Price changes.** We may change a subscription price on 30 days' written notice. The new price applies from your next renewal after the notice period. If you do not accept it, you may cancel before it applies. A price you have already paid does not change.

6.6 **Late payment.** If a payment is still unpaid 7 days after its due date, we may suspend access until it is paid. We keep your data while access is suspended.

6.7 **Security of payment.** You enter your banking details on the secure payment page of the payment service provider, not on ours. Neither FaolanIQ nor Faolan Consulting (Pty) Ltd sees or stores your banking password. Every page that takes payment or personal information is encrypted in transit.

7. Delivery

All products are digital. We do not sell or ship physical goods. The **Delivery Policy** says how and when you receive each type of product.

8. Cancellation and refunds

The **Refund and Cancellation Policy** sets out your rights by sale mode, including the consumer cooling-off right. In short: subscriptions stop at the end of the period you have paid for; once-off digital products follow the cooling-off rules in that policy; and Mode C engagements are refunded only as the signed contract says.

9. Licence and acceptable use

9.1 **Licence.** For the period you have paid for, we grant you a non-exclusive, non-transferable licence for your named users to use the product for your own internal business purposes, as the product schedule sets out.

9.2 **You must not:** (a) copy, resell, sublicense, publish or share the product or its content outside your organisation, except as the product schedule allows; (b) extract or export content in bulk, by hand, script, scraping or automated tool; (c) load the product or its content into any artificial intelligence, large language model or retrieval system, other than for your own internal use as the product schedule allows; (d) use the product to build or improve a competing product, dataset or model; (e) reverse engineer the product or get around seat limits, export limits, metering or access controls; (f) remove FaolanIQ notices or attribution; or (g) use the product unlawfully, or in a way that harms the product or other users.

9.3 A product schedule may add limits for that product (for example the ProdRates export limit).

10. Intellectual property

10.1 **Ours.** FaolanIQ owns the products, their content, structure and arrangement, our methods, models, software, templates and know-how, all updates, and de-identified aggregate data. You get only the licence in clause 9.

10.2 **Yours.** You own your data and the deliverables you create with the product for your own projects. A Mode C deliverable is owned as the signed contract says.

10.3 **Service data.** We own technical and usage data about how the products are used (log-ins, searches, views, exports and metering). We use it to run, secure, meter and improve the products and to check that these terms are followed.

11. Your data and confidentiality

11.1 **Your data is yours.** We use the data you load or connect only to provide the product to you, unless your product schedule or signed contract expressly allows another use.

11.2 **Benchmarking.** Where a product schedule or signed contract allows it, we may use your data in coded, de-identified form to build benchmarks. Coded means your name, your clients' names and your project names are replaced by codes before the data enters our systems, and nothing that identifies you or your projects is published or shared.

11.3 **Confidentiality.** We keep your non-public information confidential and use it only to provide the product. We do not use your data to train shared artificial intelligence models.

11.4 **Personal information.** We process personal information under our **Privacy Notice**, which will be published at https://faolaniq.com/legal (until then, ask info@faolaniq.com for a copy), and the Protection of Personal Information Act 4 of 2013 (POPIA). Where a product processes personal information about your staff or other people on your behalf, you are the responsible party and FaolanIQ is your operator, and the product schedule or signed contract sets out the operator terms. Our products are hosted outside South Africa. The Privacy Notice says where, and the basis on which we transfer personal information there.

11.5 **Payment information** is shared with Faolan Consulting (Pty) Ltd and the payment service provider that processes your payment (Ozow) only to take payment, refund and resolve disputes.

12. AI-assisted outputs and professional reliance

12.1 **Many FaolanIQ products use artificial intelligence and automated analysis. Outputs can contain errors.**

12.2 **The products are tools for qualified professionals. They are not professional engineering, quantity surveying, cost certification, legal, tax or financial advice, and no one may rely on them as such. You remain responsible for checking every output against your project conditions before you rely on it, sign it or submit it.**

12.3 Where a Mode C engagement names a human signatory, that signatory's review is set out in the signed contract. It does not extend to outputs outside that scope.

13. Availability and support

13.1 We aim to keep the products available at all times but do not guarantee uninterrupted service. We may carry out maintenance and will give notice of planned downtime where we can. Any service level commitment is in the product schedule or signed contract.

13.2 Support is by email to info@faolaniq.com on business days (Monday to Friday, excluding South African public holidays), unless your product schedule or signed contract says otherwise.

14. Liability

14.1 **To the extent the law allows, we are not liable for indirect or consequential loss, loss of profit or revenue, or loss arising from a bid, tender, estimate, schedule, claim or timesheet based on a product.**

14.2 **To the extent the law allows, our total liability to you in any 12-month period for a product is limited to the fees you paid us for that product in that period.**

14.3 Nothing in these terms limits or excludes liability for fraud, wilful misconduct or gross negligence, or any liability or consumer right that the law does not allow to be limited or excluded.

14.4 The limit in clause 14.2 does not apply to your liability for breaching clause 9 or clause 10, or for unpaid fees.

15. Suspension and ending

15.1 We may suspend access immediately if you seriously breach clause 9, and may end your subscription if you do not fix the breach within 10 business days of our written notice.

15.2 When a subscription ends, the licence ends. Where the product holds your data, you can export it for 30 days. After that we may delete it, subject to our legal retention duties.

16. Complaints and law

16.1 **Complaints.** Email info@faolaniq.com or call +27 82 457 1508 on a business day. We acknowledge within 2 business days and aim to resolve within 10 business days. For payment disputes, please contact us before contacting your bank.

16.2 If you are a consumer and are not satisfied, you may refer the complaint to the National Consumer Commission.

16.3 **Law and courts.** South African law governs these terms. For a claim within its monetary limits, the parties consent to the jurisdiction of the magistrates' court having jurisdiction over FaolanIQ (Magistrates' Courts Act 32 of 1944, section 45); otherwise the High Court of South Africa, Gauteng Division, Pretoria has jurisdiction. This does not take away any right a consumer has to approach a tribunal, ombud or court with jurisdiction over them.

17. Changes to these terms

We may update these terms or a product schedule on 30 days' written notice. If a change materially reduces your rights, you may cancel with effect from the change date and receive a pro rata refund of prepaid fees for the unused period. Otherwise, continuing to use the product after the change date means you accept it. A change never applies to a Mode C engagement unless the signed contract is amended.

18. General

18.1 These terms, the product schedule, the policies and any signed order form are the whole agreement for your purchase.

18.2 You may not transfer your contract without our written consent.

18.3 We send notices by email to the address on your account or order. You send notices to info@faolaniq.com.

18.4 If a clause is unenforceable, the rest stay in force.

Controls. Intelligence. Delivered.